Supreme Court, U.S.
FILED

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OFFICE OF THE CLERK

In The

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1996

LYDIA THOMPSON,

Petitioner,

vs.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
SARA NAJJAR-WILSON, ESQUIRE FOR THE AGENCY,

Respondent.

On Petition for a Writ of Certiorari to The United States Court of Appeals for the Federal Circuit

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PETITION FOR A WRIT OF CERTIORARI

Lydia Thompson
Pro se
15521 Peach Walker Drive
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QUESTIONS PRESENTED

(1) Is the agency National Aeronautics and Space Administration (NASA) to comply with the intent of the November 16, 1993, order by the Merit Systems Protection Board, signed by Honorable Joseph E. Clancy, Administrative Judge?

(2) Is the settlement agreement signed by NASA employees and Ms. Lydia Thompson on January 13, 1994, to be declared null and void according to Office of Personnel Management (OPM) regulations?

(3) Can Ms. Lydia Thompson become "whole" again according to OPM regulations after the settlement agreement is declared null and void without having Ms. Thompson report to the Honorable Joseph E. Clancy's order which will make Ms. Thompson a temporary employee at NASA?

PARTIES TO THE PRECEEDING

LYDIA THOMPSON

Pro se

15521 Peach Walker Drive

Bowie, Maryland 20716

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

SARA NAJJAR-WILSON, ESQUIRE FOR THE AGENCY,

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RESPONDENT.

PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT

I, Lydia Thompson (hereinafter "Ms. Thompson") Petitioner herein, and petitions for a Writ of Certiorari to review the decision of the courts to The United States Court of Appeals for the Federal Circuit and the Merit Systems Protection Board (MSPB).

OPINION BELOW

U. S. Court of Appeals for the Federal Circuit Docket No. 95-3728, see Appendix A

MSPB Docket No. DC-0432-93-0618-C-1 (formerly DC-0432-93-0618-I-1), see Loging 1

JURISDICTION

This Petition was filed May 13, 1996, and extended to July 12, 1996, to be rewritten in a small format.

STATEMENT OF THE CASE

Ms. Thompson was terminated on March 5, 1993. On November 16, 1993, the Honorable Joseph E. Clancy, Administrative Judge, of the Merit Systems Protection Board (MSPB) found Ms. Thompson to be illegally terminated and ordered the agency, NASA, to return Ms. Thompson to employment on a temporary basic, see Loging 2. NASA did not reinstate Ms. Thompson to temporary employment until December 13, 1993, 9 months later.

The settlement agreement, signed by NASA employees and Ms. Thompson on January 13, 1994, and filed with the MSPB, see Appendix B, is inconsistent with the law and the Office of Personnel Management (OPM) regulations,

Ms. Thompson was intimidated, threatened and coerced into signing the settlement agreement by NASA and her former attorney, Mr. James H. Falk, Jr. Mr. Falk harassed Ms. Thompson for weeks to sign the settlement agreement to settle out-of-court and negotiating with NASA and Ms. Thompson for his fees. When Ms. Thompson mentioned to Mr. Falk that Judge Clancy's Order was for NASA to paid for his fees, Mr. Falk threaten he would no longer represent her unless she gave him $10,000 in cash for his current fees.

Ms. Thompson did not know until she contacted another attorney in November 1995 that it was unethical for Mr. Falk to threaten Ms. Thompson to sign the settlement agreement or pay him $10,000 in cash for his fees or he would no longer represent her. Also it was unethical for Mr. Falk to take money from a Government agency, as well as, taking money from his client, Ms. Thompson. Mr. Falk has been "double dipping" for his fees. NASA has paid Mr. Falk $7,500 (lump sum) for his fees, and Ms. Thompson was paid Mr. Falk $500 plus monthly payments for his fees for over 1 year.

NASA's attorney, Ms. Sara Najjar-Wilson, threatened Ms. Thompson into signing the settlement agreement:

(1) Ms. Thompson would not receive her "within grade increase" that was illegally denied in June 1992, unless she signed the settlement agreement and after signing the settlement agreement she would be placed on probation for 90 days. Ms. Thompson and her former attorney, Mr. Falk, protested about NASA insisting that Ms. Thompson be placed on probation for 90 days, January through April 1994, due to the fact that Ms. Thompson never received anything in writing from her new official supervisor stating that her performance was not satisfactory from October 4, 1992 to March 5, 1993.

NASA valid the OPM regulation to give Ms. Thompson her "within grade increase" after she had already "past the 90-day waiting period".

NASA gave Ms. Thompson her "within grade increase" in April 1994, with the pay increase retroactive to November 16, 1993, (Judge Clancy's Order).

(2) if Ms. Thompson did not sign the settlement agreement any documents pertaining to being illegally removed from Federal service would not be destroyed.

HEALTH BENEFITS

Ms. Thompson did not know that she needed to have 5 years of continuous coverage of her health benefits before she can retire from Federal service, or if she had to retire on disability due to reoccurring carpal tunnel syndrome in both hands (an occupational disease), see 5 USCS 8905. NASA reinstated Ms. Thompson as a new employee on December 13, 1993, as though she had never been in the Federal service before, and discredit Ms. Thompson's 20 years of Federal service. NASA needs to restore Ms. Thompson's health benefits coverage prior to her separation on March 5, 1993. Ms. Thompson discovered this

information in the "Washington Post" newspaper January 7, 1995. Stating: Federal workers must be enrolled in a health plan for at least five years before retiring to keep their coverage after they retire. Ms. Thompson has had carpal tunnel syndrome since she has been working at NASA since 1988.

NASA has refused to reimburse Ms. Thompson for her health insurance that she has paid for NASA's portion, see chart below. On February 1, 1994, Ms. Thompson provided copies to NASA's personnel officer as NASA requested at settlement agreement meeting. NASA claims Ms. Thompson did not want this amount of money deduction from her back pay. When in fact, this amount of money is <u>a reimbursement</u> to Ms. Thompson and <u>not a deduction</u> from her back pay.

Health Benefits Coverage

$ 281.36	Coverage 4/7/93-5/31/93
1,100.96	Coverage 6/93-12/31/93 ($157.28 x 7)
1,382.32	Paid by Ms. Thompson (includes Agency share)
-346.95	Ms. Thompson's share ($38.55 x 9)
1,035.37	
-30.45	Over payment (Agency picked up 12/26/94)
1,044.92	
+18.32	Postage paid by Ms. Thompson
$1,023.24	Amount due to Ms. Thompson

Furthermore, Ms. Thompson was never informed by NASA of her legal rights under the OPM regulations regarding off set of back pay and that the refunded retirement contributions should have been deducted from her gross pay after the interim earnings as required by OPM regulations 5CFR 550.805 (e) (2).

Ms. Thompson has placed her back pay into an escrow account since April 1994, waiting for NASA to calculate her back pay according to OPM regulations 5 CFR 550.805 (e)(2).

The Back Pay Act of 1966, as amended, 5 U.S.C. Section 5596 (1982), entitles an employee to back pay when he/she undergoes an

unjustified or unwarranted personnel action which results in the withdrawal or reduction of all or part of his/her pay.

Implementing regulations contained in 5 C.F.R. Section 550.805(a) (1984) provide that when an appropriate authority corrects an unjustified or unwarranted personnel action, the agency must compute the employee's pay and allowances as if the personnel action had not occurred. Under 5 C.F.R. Section 550.805(e)(2), the agency is required to deduct from back pay , any erroneous payments received from the Government as a result of the unjustified or unwarranted personnel action.

The provisions of FPM Letter 550-76, July 15, 1982, explain that the "erroneous payments" which must be deducted from back pay under section 55.805(e)(2) include retirement annuity payments, refunds of retirement contributions, payments of severance pay, and lump-sum payments for annual leave. With respect to refunded retirement contributions, paragraph 5b of FPM Letter 550-76 provides that:

b. Refunds of retirement contributions. The retirement law (5 U.S.C. 8342(a)) authorizes the refund of an employee's

retirement contributions only upon absolute separation from the service. Therefore, when a refund of retirement contributions is paid to an employee based on a separation which is subsequently found to be erroneous and is cancelled by restoring the employee to duty retroactively so that there was no break in the service, the restoration to duty removes the legal basis for the refund. A refund that was paid in error represents a debt due the retirement fund that must be deducted from any back pay entitlement. The employee is regarded as never having been separated, he/she may not retain retirement contributions which, under 5 U.S.C. Section 8342(a), are refundable only upon separation from the service or transfer to a position which is not covered by the Civil Service Retirement System. The financial obligations to Ms. Thompson and to the NASA must avoid a net indebtedness to the Federal Government.

Accordingly, in line with the provisions of FPM Letter 550-76, the refund of retirement contributions must be offset against back pay awarded under 5 U.S.C. Section 5596.

See the Decisions of the Comptroller General B-213539. Matter of: Angel F. Rivera - Deductions from Backpay - Waiver of Erroneous Payments, November 20, 1984.

See the Decisions of the Comptroller General B-235638, December 4, 1990. Matter of Chung Yang Kido - Backpay Award - Deduction of Outside Earnings.

See the Decisions of the Comptroller General B-244082, December 16, 1991. Matter of Dan D. Sandoval - Backpay Computation - Federal and State Taxes - Waiver.

BACKGROUND

Ms. Thompson was approaching her 20-year of Federal service on March 5, 1993, when she was illegally removed from the Federal service by her unofficial supervisor for 8 typing errors in one year (Ms. Thompson could not read the supervisor's handwriting) and administrative complaints that never when outside of NASA, while Ms. Thompson was taking pain medication during her recuperation from surgery on both feet at the same time. Ms. Thompson went to NASA's Equal Employment Opportunity (EEO) seeking a transfer to another office when she made a verbal complaint on October 1, 1991, to NASA's EEO that she received carpal tunnel syndrome in both hands, because her unofficial supervisor insisted that Ms. Thompson make a daily written record of her activities causing Ms. Thompson to have surgery on her right hand for carpal tunnel syndrome. The unofficial

supervisor insisted that while Ms. Thompson's right hand was recuperating from surgery, that she take telephone messages for the office with her left hand, even though she is a right handed person. Three months later Ms. Thompson had to have surgery on the left hand for carpal tunnel syndrome. Two days after Ms. Thompson made a verbal complaint to EEO she received written notice that NASA was retaliating against her by attempting to remove her Special Act/Service Award, and return the $250 check to the U.S. Treasury Department, see Appendix C.

WITHIN GRADE INCREASE

NASA's refuses to remove Ms. Thompson's improper denial of her "Within Grade Increase" that was due June 14, 1992. Even though, Ms. Thompson had signatures from two separate supervisors' giving her satisfactory, highly satisfactory, and outstanding performance on an applicant appraisal forms, dated March 20, 1992. Though her official supervisor, Dr. Alan Bunner, signed an affidavit one year later denying his comments that Ms. Thompson was doing highly satisfactory and outstanding performance in the office. On July 11, 1996, Ms. Thompson has documentation to prove that the affidavit that Dr. Alan Bunner sign is not the truth. Dr. Bunner states that Ms. Thompson, "did good work".

NASA's regulations do not inform their employees that they have a right to go to MSPB for the denial of their "Within-Grade Increase". Furthermore, NASA was in violation of the Law, under the provisions of section 5335 of title 5 United States Code. In accordance with reference (a), sub-section 531.405, paragraph (a)(iii), sub-section 531.406, paragraph (b)(2) (ii). Ms. Thompson had already exceed the 90-day waiting period for her "Within Grade Increase" on March 14, 1992, when the Agency gave Ms. Thompson noticed on March 18, 1992, that her performance was unacceptable. Then on March 20, 1992, Ms. Thompson received two applicant appraisal forms signed by the supervisor that her performance was satisfactory. When Ms. Thompson questioned NASA's officials about this matter, she was told the applicant appraisal forms do not count as an official document. Although, Ms. Thompson did submit the applicant appraisal forms when applying for other employment.

ISSUES

1. Settlement agreement signed on January 13, 1994, is null and avoid.

2. When the settlement agreement is declared avoid, over rule Judge Clancy's order and make Ms. Thompson a whole permanent career

status employee with 23 years of Federal service.

3. Make NASA reimburse Ms. Thompson for her Health Premiums of $1,023.24, plus interest since April 1993.

4. Make NASA restore Ms. Thompson's health benefits coverage to the date of her separation, March 5, 1993, to show no break in service.

5. Make NASA restore Ms. Thompson's Refunded of Retirement Contributions according to OPM regulations 5 CFR 550.805(e)(i) and (2).

6. Make NASA notify OPM to remove official documents regarding Ms. Thompson's being terminated on March 5, 1993, at OPM files in St Louis, Missouri. If not, let's change the law.

7. Make NASA remove files in the Payroll Office and the Health Unit Office relating to Ms. Thompson's termination, harassing her, harassing her doctor for information, and files before and after her termination. Also NASA does not have the right to return the termination documents to the files.

8. Make NASA remove form SF-50 improper denial of Ms. Thompson's "Within Grade Increase" of June 14, 1992.

9. Make NASA restore Ms. Thompson's "Within Grade Increase" to June 14, 1992, which was improper denial. Her "Within Grade Increase" needs to be retroactive from June 14, 1992 to November 16, 1993 with interest.

10. Make NASA paid Ms. Thompson request for reimbursement of attorney consultation fees (except for Mr. Falk) and court fees with interest as follows:

Mr. Joseph Kaplan	$ 150.00
Mr. Simon Banks	150.00
Mr. Quentin Banks	825.00*
Mr. James H. Falk, Jr.	1,886.51
Mr. Nead Sloan	400.00
Mr. Irving Kator (commuting expense only)	4.00
Ms. Lynne Zusman	1,125.00
U.S. Court Fed. Circuit	100.00
U.S. Supreme Court	300.00
Total	$4,940.51

*Pending case as of June 1996 with Mr. Quentin Banks through the Bar Council for reimbursement of fees due to lack of services.

Note NASA paid Mr. James H. Falk, Jr. $750.00 for his fees on February 18, 1994. Ms. Thompson has paid the outstanding balance of Mr. Falk's fee on March 1995.

REASONS FOR GRANTING THE WRIT

On November 16, 1993, the Honorable Joseph E. Clancy of the MSPB found Ms. Thompson to be illegally terminated for the following reasons:

(1) Ms. Thompson received her new official supervisor on October 4, 1992, on October 22, 1992 Ms. Thompson received written notice of her "Proposed Removal" on March 5, 1993, Ms. Thompson was illegally terminated. According to the OPM law and regulations Ms. Thompson must be under this new official supervisor for 1 year, instead she was only under this supervisor for 5 months.

(2) Ms. Thompson's official position description was not up-to-date according to OPM regulations.

The settlement agreement is inconsistent with the law and the Office of Personnel Management (OPM) regulations, in as much as, the OPM regulations were promulgated in accordance with the requirements of the Civil Service Retirement Act. In essence the

regulations have the force and the effect of the law which can not be changed by the settlement agreement. It is mandatory that NASA apply OPM regulations and not the settlement agreement which in null and void. The settlement agreement signed by NASA employees can not over rule the OPM regulations or procedures, in other word it is invalid and has no legal force.

Ms. Thompson was never informed of her legal rights under the OPM regulations.

Ms. Thompson did not know until November 1995 that it was unethical for her former attorney to threaten Ms. Thompson to sign the settlement agreement for his current fees or that it is unethical for an attorney to take money from a Government agency, as well as, taking money from his client, "double dipping" for his fees.

Ms. Thompson did not know that she needed to have 5 years of continuous coverage of her health benefits before she can retire from Federal service or if she had to retire on disability. Ms. Thompson only has 3 years in her health benefits, although her has 23 years of Federal service.

NASA valid the OPM regulation denying Ms. Thompson's "within grade increase" after she had already "past the 90-day waiting period". In violation of the Law, under the provisions of section 5335 of title 5, United States Code.

NASA made administrative errors regarding Ms. Thompson's back pay: returning retirement refund to the system, "within grade increase" needs to be retroactive to June 14, 1992, reimbursement of health coverage to be paid to Ms. Thompson, restore health benefits prior to separation of March 5, 1993. NASA needs to follow OPM regulations, 5 C.F.R. Section 550.801 Subpart H Back Pay.

Back Pay 5 U.S.C. Section 5596 of 1986 and 1996 has not changed. Under 5 C.F.R. Section 550.805 (e) (2), the agency is required to deduct from back pay, any erroneous payments received from the Government as a result of the unjustified or unwarranted personnel action.

Refunds of retirement contributions. The retirement law (5 U.S.C. 8342(a)) is paid to an employee based on a separation which is subsequently found to be erroneous and is cancelled by restoring the employee to duty retroactively so that there was no break in the service, the restoration to duty removes

the legal basis for the refund. A refund that was paid in error represents a debt due the retirement fund that must be deducted from any backpay entitlement. The employee is regarded as never having been separated, he/she may not retain retirement contributions which are refundable only upon separation from the service which is not covered by the Civil Service Retirement System. The financial obligations to Ms. Thompson and to NASA must avoid a net indebtedness to the Federal Government.

CONCLUSION

Ms. Thompson's has suffered since 1991, because of the injustice she has received from the unofficial supervisor, NASA's management, NASA's attorney and her former attorneys.

Ms. Thompson received "Special Act/Service Award" certificates with cash in 1990 and again in 1991 of $250. In 1992 NASA was working up a case to remove Ms. Thompson. In 1993, NASA terminated Ms. Thompson. In 1994, Ms. Thompson was rebuilding her reputation and trying hard to rebuild her self-esteem. In 1995, Ms. Thompson received a "Special Act/Service Award" certificate with $600. Ms. Thompson has finally rebuilt her reputation and is back on top where she belongs.

Ms. Thompson very respectfully prays that the court will see that her rights have been violated and that justice will be done on Ms. Thompson's behalf. Ms. Thompson pleads for your mercy, and waits to become whole again with 23 years of Federal service as of July 2, 1996. Ms. Thompson has tried hard to rebuild her reputation, see Loging 3.

Ms. Thompson has received certificates for 10 years, 15 years, and 20 years of Federal service. Now Ms. Thompson looks forward to receiving her 25 years of Federal service in 1998, and prays that her time in service will not be lost, just because she made a verbal complaint to NASA's EEO. Ms. Thompson's case is like comparing a snowflake which is now turned into a snowball that keeps going and going, and getting bigger each day.

Ms. Thompson plans to return to school after 25 years to become an attorney for the needed and write a book entitled, I did not know," because of Ms. Najjor's statement and Ms. Thompson having difficult seeking help from attorneys regarding this case. Ms. Thompson did not appreciate NASA's attorney, Ms. Najjar, making the statement, "The only educated persons in this room are Ms. Thompson's attorney and myself," discrediting Ms. Thompson and Ms. Acoveno, NASA's personnel official.

I, Lydia Thompson, respectively request the Supreme Court and your assistance in this matter. Should you need further information, please advise me.

Lydia Thompson

Ms. Lydia Thompson
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Appendix A

United States Court of Appeals for the
Federal Circuit

NOTICE OF ENTRY OF
JUDGMENT WITHOUT OPINION

JUDGMENT ENTERED: February 12, 1996

The judgment of the court in your case was entered today pursuant to Rule 36. This Court affirmed the judgment or decision that was appealed. None of the relief sought in the appeal was granted. No opinion accompanied the judgment. The mandate will be issued in due course.

Information is also provided about petitions for rehearing and suggestions for rehearing in banc. The questions and answers are those frequently asked and answered by the Clerk's Office.

Exhibits and visual aids shall be promptly retrieved by the party that lodged them with this court.

/s/
FRANCIS X. GINDHART
Clerk

cc: LYDIA THOMPSON
ERIC D. FLORES

THOMPSON V MSPB, 95-3728
(MSPB - DC0432930618C-1)

Appendix B

SETTLEMENT AGREEMENT

This Settlement Agreement made effective this 13th day of January, 1994, by and between Lydia Thompson (hereinafter "Ms. Thompson"), and the National Aeronautics and Space Administration, Headquarters (hereinafter "NASA").

WHEREAS, Ms. Thompson sued NASA in 1993 in an action before the Merit Systems Protection Board, Case No DC-0432-93-0618-I-1 (hereinafter the "MSPB Action");

WHEREAS, on November 16, 1993, Administrative Law Judge Joseph E. Clancy, issued a decision in the MSPB Action in favor of Ms. Thompson and against NASA;

WHEREAS, NASA has filed and received an extension of time in which to file an appeal with the Merit Systems Protection Board; and

WHEREAS, Ms. Thompson and NASA now wish to conclude, settle ans resolve conclusively between themselves all matters involved in the MSPB action.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. The parties through their counsel agree that promptly after execution of this Settlement Agreement by Ms. Thompson and NASA that they will jointly advise the Merit Systems Protection Board that all matters which are the subject of the MSPB Action have been settled between the parties and that the MSPB Action should be dismissed

2. Effective upon execution of this Settlement Agreement, NASA agrees to perform the following:

a. NASA shall assign Ms. Thompson to a permanent full-time GS-7, Step 7, Secretary (Office Automation) position in the Technology Utilization Section of the Technology and Information Systems Office, effective November 16, 1993;

b. NASA shall issue the appropriate documentation, including an SF-50, reflecting Ms. Thompson's new employment status;

c. NASA shall adjust Ms. Thompson's personnel file, and all appropriate documents, including the new SF-50, to reflect a continuity of service, applicable benefits and credits retroactive to March 5, 1993;

d. NASA shall adjust Ms. Thompson's personnel file so that there is no break or interruption on her federal service or applicable benefits, annual and sick leave, during the period of time from March 5, 1993 through November 15, 1993;

e. NASA shall issued a check to Ms. Thompson for backpay for the period from March 5, 1993 through November 15, 1993, with interest at the legal rate, less all deductions for taxes, applicable benefits, applicable insurance and retirement fund contributions for the applicable period, and less any set-off of compensation received by Ms. Thompson during the period of time between March 5, 1993 and November 16, 1993. With respect to applicable health benefits, Ms. Thompson's health benefits were restored on December 26, 1993 in accordance with the parties interim agreement.

f. NASA shall cancel Ms. Thompson's SF-50 removal document effective March 5, 1993;

g. NASA shall permanently remove any and all documents from Ms. Thompson's official personnel folder which refer or relate in any way to the removal actions undertaken by NASA beginning in 1992 and continuing through 1993;

h. While in her current position, NASA shall continue the position description, describing Ms. Thompson's current duties and responsiblities, which had been issued to her during her interim appointment, effective November 16, 1993;

i. NASA shalll evaluate Ms. Thompson for a With-In Grade Step increase on or before April 7, 1994, and upon a showing of satisfactory performance, pursuant to applicable regualtions NASA shall award Ms. Thompson her With-In Grade Step increase retroactive to November 16, 1993. In addition, NASA agrees that Ms. Thompson's eligibility for any subsequent With-In Grade Step increases shall be calculated from November 16, 1993. Finally, Ms. Thompson shall have all legal rights to challenge any denial of her April 7, 1994 With-In grade Step increase should such action occur;

j. NASAS shall explain the process and documents to Ms. Thompson for restoration of her Civil Service Retirement Account. It is Ms. Thompson's understanding that Ms. Thompson can replenish her retirement account, with interest, and that her withdrawal and restoration of her retirement account is not a taxable event and that these matters are beyond NASA's control and jurisdiction;

k. NASA shall reimbursement Ms. Thompson for $7,500.00 in attorney's fees and costs; and

l. NASA represents and warrants that the position to which Ms. Thompson is being reassigned is not presently under consideration or planned for a reduction in force or layoff. In the event of a reorganization in her current position, Ms. Thompson will be reassigned to a similar position.

IN WITNESS WHEREOF, the parties, by their undersigned representatives, have executed this Settlement Agreement effective as of the date first above written.

Ms. Lydia Thompson

_____/s_____ Dated: 1-13-94

National Aeronautics and Space Administration,
Headquarters

*by: _____/s/_____ Dated: 1/12/94

**by: _____/s/_____ Dated: 1/13/94

* Mr. Alphonso V. Diaz, Deputy Associate Administrator, Office of Space Science

** Ms. Bonnie L. Acoveno, Chief, Headquarters Personnel Branch, Office of Human Resources and Education

Appendix C

October 3, 1991

SENSITTIVE -- DESTROY AFTER READING

Charlie:

This regards the Lydia Thompson award.

Please excuse the note rather than a personal meeting, but your schedule is crowded and I think we need to bring the matter to closure quickly.

I made discrete inquires with the right people and found that, once issued, there's no way to return an award without being very visible. For starters, a request from Len would be required which details the reasons, and I don't think he would be willing to take such action. NASA Personnel, payroll, accounting, as well as the Treasury would be involved in reversing the action. This means that a lot of folks would know about it. Aside from the obvious embarrassment to OSSA, there's a matter of the employee almost certainly learning of it.

Sorry I don't have better news but, under the circumstances, I recommend that you proceed as previously planned.

Fran S.

Don't *EVER* give up!